

the damages which will accrue to a shareholder by reason of a failure to perform any of the obligations of this Agreement. Therefore, if any shareholder or the personal representative of a deceased shareholder shall institute any action or proceeding to enforce the provisions hereof, any person (including the Corporation) against whom such action or proceeding is brought hereby waives the claim or defense therein that such shareholder or such personal representative has or have an adequate remedy at law, and such shareholder shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

**SECTION 11. VALIDITY AND ENFORCEABILITY.** The parties hereto agree that each and every provision of this Agreement is reasonably necessary for the protection of the rights and interests of each shareholder and his or her successor or assigns; and, therefore, if at any time hereafter any party hereto, or his or her successors or assigns, pleads the invalidity or unenforceability of this Agreement in any judicial proceeding brought by any other party, or his or her successors or assigns, for the enforcement of his rights hereunder, then the litigant against whom such pleading is made shall have the right to have the Corporation dissolved and liquidated under court supervision.

**SECTION 12. SEVERABILITY.** Subject to Section 11, should any provision of this Agreement be declared to be invalid for any reason or to have ceased to be binding on the parties hereto,

such provision shall be severed, and all other provisions herein shall continue to be effective and binding.

**SECTION 13. TERMINATION OF THE AGREEMENT.** This Agreement shall terminate on:

1. Written agreement of all the shareholders. No modification, termination or waiver shall be valid unless in writing and signed by the party sought to be charged thereunder; or

2. Dissolution or bankruptcy of the Corporation; or

3. Death of all shareholders, simultaneously or within a period of sixty (60) days.

**SECTION 14. NOTICE.** All notices, including offers and acceptances, shall be deemed to have been given if delivered or mailed, by certified or registered mail, to the parties entitled thereto at their addresses as contained in the records of the corporation.

**SECTION 15. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties and no other consideration, action or forbearance is contemplated or relied upon by them.

**SECTION 16. COUNTERPARTS.** This Agreement may be executed in one or more counterparts and shall be binding when it has been executed by all of the parties.

**SECTION 17. AMENDMENTS.** This Agreement may not be altered or amended except in writing, signed by the party or parties against whom enforcement is sought.

**SECTION 18. HEADINGS.** The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of the specific provisions hereof.

**SECTION 19. CHOICE OF LAWS.** This Agreement is to be construed according to the laws of the State of California applicable to transactions conducted entirely within that State, without regard to the conflict of law rules utilized in that jurisdiction.

**SECTION 20. BINDING NATURE.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, the corporation has caused this agreement to be signed by its duly authorized officials, and its corporate seal to be affixed hereto, and the shareholders have hereunto set their hands and seals.

WITNESS:

SHAREHOLDERS:

Ernest A. E. Haring

P. Dale Ware (SEAL)  
P. Dale Ware, Ph.D.

Ernest A. E. Haring

Patricia G. Ware (SEAL)  
Patricia G. Ware

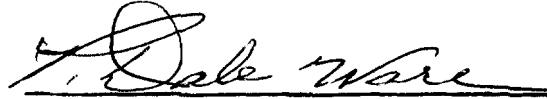
Ernest A. E. Haring

Salvador D. Martinez (SEAL)  
Salvador D. Martinez

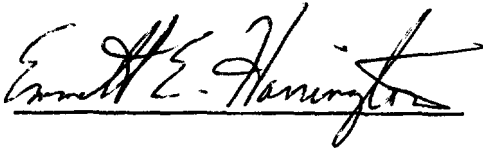
\_\_\_\_\_  
Jamie Leigh Coberly (SEAL)

CORPORATION:

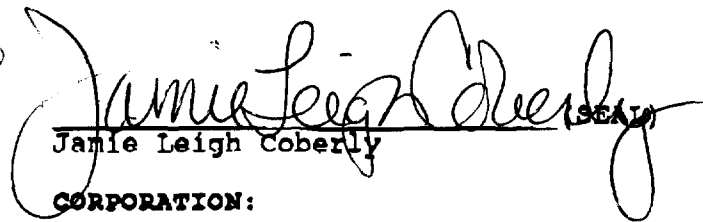

NEWCO

  
\_\_\_\_\_  
P. Dale Ware, Ph.D.  
President

ATTEST:

  
\_\_\_\_\_  
Ernest E. Harrington

ROSAMOND/PN/SHAREHLD.AGT



Jamie Leigh Coberly (SEAL)

CORPORATION:

NEWCO

P. Dale Ware, Ph.D.  
President

ATTEST:



ROSAHOND/PM/SHAREHLD.AGT

**EXHIBIT 2**

**DECLARATION OF P. DALE WARE, PH.D.**

DECLARATION UNDER PENALTY OF PERJURY

P. Dale Ware, Ph.D., hereby declares under penalty of perjury:

1. I am President of Rosamond Radio, Inc. ("Rosamond"), an applicant for a new FM station to operate on Channel 228A, Rosamond, California (File No. BPH-910225MG).

2. Rosamond's application was not filed for the purpose of reaching or carrying out a settlement with any other mutually exclusive application for the Rosamond, California FM station.

3. Neither I nor anyone else representing Rosamond has paid or promised to pay, orally or in writing, money or any other thing of value in connection with the proposed dismissal of the application of Jamie Leigh Coberly ("Coberly") for Channel 228A, in Rosamond, California (File No. BPH-910225MH), other than the consideration set out in the foregoing Settlement Agreement.

4. Approval of the Settlement Agreement between Rosamond and Coberly will serve the public interest by saving substantial time and the resources of the parties and the FCC and expediting the initiation of a new local FM service at Rosamond, California.

ROSAMOND RADIO, INC.

By

P. Dale Ware  
P. Dale Ware, Ph.D., President

6-30-92  
Date

**EXHIBIT 3**

**DECLARATION OF JAMIE LEIGH COBERLY**



**DECLARATION OF JAMIE LEIGH COBERLY**

Jamie Leigh Coberly, hereby declares under penalty of perjury:

1. I am an individual applicant for a new FM station to operate on Channel 228A, Rosamond, California, File No. BPH-910225MH.

2. Coberly's application was not filed for the purpose of reaching or carrying out a settlement with any other mutually exclusive application for the Rosamond, California FM station.

3. I have not been paid or promised payment, orally or in writing, money or any other thing of value in connection with the proposed dismissal of my application for Channel 228A, Rosamond, California, other than the consideration set out in the foregoing Settlement Agreement.

Executed this 30 day of June, 1992.

JAMIE LEIGH COBERLY

By: Jamie Leigh Coberly  
Jamie Leigh Coberly

CERTIFICATE OF SERVICE

I, JoAnn Felix, do hereby certify that I have this 1st day of July, 1992, caused to be sent by first class United States mail, postage prepaid, or by hand delivery, copies of the foregoing "JOINT PETITION FOR APPROVAL OF SETTLEMENT AGREEMENT" to the following:

\* Administrative Law Judge Joseph P. Gonzalez  
Federal Communications Commission  
2000 L Street, N.W.  
Room 221  
Washington, D.C. 20554

\* Gary Schonman, Esquire  
Federal Communications Commission  
Mass Media Bureau  
Hearing Branch  
2025 M Street, N.W.  
Room 7212  
Washington, D.C. 20554

Arthur V. Belendiuk, Esquire  
Smithwick & Belendiuk, P.C.  
2033 M Street, N.W.  
Suite 207  
Washington, D.C. 20036  
Counsel for Jamie Lee Coberly

John F. Garziglia, Esquire  
Pepper & Corazzini  
1776 K Street, N.W.  
Suite 200  
Washington, D.C. 20006  
Counsel for Diane K. Hitt

  
\_\_\_\_\_  
JoAnn Felix

July 1, 1992

\* By Hand